

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NORTH DAKOTA  
Southeastern Division

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

JOHN WOODHAMS, individually and  
in his capacity as trustee for the  
JOHN P.C. WOODHAMS TRUST,

*Defendant.*

Civil Action No. 3:07-CV-0074-RRE-KKK

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**CONSENT DECREE**

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**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred in connection with the release or threatened release of hazardous substances at the Camelot Cleaners Site in West Fargo, North Dakota ("the Site").

B. The United States has reviewed the Financial Information submitted by Settling Defendant to determine whether Settling Defendant is financially able to pay response costs incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendant is able to pay the amounts specified in Section VII.

C. Insurance Policies may have been or were issued to or for the benefit of Settling Defendant or any predecessor in interest to the Settling Defendant, including but not limited to

liability insurance policies for which the Settling Defendant or any predecessor is an “insured,” “named insured,” or “additional insured,” including but not limited to comprehensive, primary, umbrella, and excess policies, and including environmental impairment and pollution liability policies (“Insurance Policies”), which Insurance Policies, if located, may provide coverage for all or part of the claims the United States is making against Settling Defendant.

D. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge entry of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States, and upon Settling Defendant and his heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

#### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Financial Information" shall mean those financial documents identified in Appendix A.
- h. "Interest" shall mean interest at the rate specified for interest on investments of

the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and the Settling Defendant.

k. "Plaintiff" shall mean the United States.

l. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendant" shall mean John Woodhams, individually and in his capacity as trustee for the John P.C. Woodhams Trust.

o. "Site" shall mean the Camelot Cleaners Site located in Cass County, North Dakota, within the City of West Fargo, at the intersection of 6<sup>th</sup> Avenue West and Sheyenne Street (with a street address of 602 Sheyenne Street).

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. STATEMENT OF PURPOSE**

4. By entering into this Consent Decree, the mutual objectives of the Parties are for Settling Defendant to make a cash payment and to assign his rights to claims and proceeds from

certain Insurance Policies to the United States to address Settling Defendant's full liability for the Site as provided in Section X (Covenant Not to Sue by Plaintiff), and subject to Section XI (Reservations of Rights by United States).

## **VI. STIPULATION OF LIABILITY**

5. Stipulation of Liability. The United States has incurred recoverable and unreimbursed response costs of at least \$5 million at the Site. Settling Defendant stipulates that he is jointly and severally liable to the United States for all unreimbursed response costs incurred to date and to be incurred in the future. The payments required by Section VII (Payment of Response Costs) shall be credited toward the amount of Settling Defendant's liability.

6. Covenant not to Execute. Notwithstanding Settling Defendant's stipulation of liability for the United States' unreimbursed response costs, and except as provided in Section X (Covenant not to Sue by Plaintiff) and Section XI (Reservation of Rights by United States), the United States covenants not to execute, demand, collect, levy, or attempt to demand, collect, levy, or execute against any assets or things of value of the Settling Defendant except for the funds and assets transferred pursuant to this Consent Decree, and the resulting proceeds from any assigned insurance claims. This covenant shall take effect upon receipt by EPA of all payments required by Section VII (Payment of Response Costs). This covenant extends only to Settling Defendant and does not extend to any other person.

## **VII. PAYMENT OF RESPONSE COSTS**

7. Within 15 days of entry of this Consent Decree, Settling Defendant shall pay to the EPA \$300,000, plus an additional sum for Interest on that amount calculated from the date of lodging through the date of payment.

8. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the Site name, EPA Region and Site Spill ID Number (Camelot Cleaners, SSID #08-DE), and DOJ Case Number 90-11-3-09038. Payment shall be made in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit of the U.S. Attorney's Office in the District of North Dakota following lodging of the Consent Decree. Any payment received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

9. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XVI (Notices and Submissions) and to:

Martha Walker, CFO (8TMS-F)  
Financial Management Program  
U.S. Environmental Protection Agency  
1595 Wynkoop Street  
Denver, Colorado 80202-1129

10. The total amount to be paid pursuant to Paragraph 7 shall be deposited in the EPA Hazardous Substance Superfund.

#### **VIII. ASSIGNMENT OF INSURANCE CLAIMS**

11. By this Consent Decree and upon the Date of Entry, Settling Defendant shall be deemed to have irrevocably assigned to EPA all potential rights to insurance claims proceeds under the Insurance Policies, including but not limited to all claims and proceeds under the Insurance Policies with respect to the United States' claims with respect to the Site and with regard to all expenditures to date by the Settling Defendant relating to the Site. The Settling Defendant further agrees to execute any and all additional documentation necessary to effectuate

this assignment and to allow and facilitate the pursuit and collection by EPA or its designee of any insurance claims and proceeds under the Insurance Policies.

12. The Settling Defendant further agrees to fully and timely cooperate with the United States in efforts to locate the Insurance Policies or evidence of the Insurance Policies, in presenting insurance claims, and in addressing and responding to inquiries by insurers regarding claims made under the Insurance Policies.

#### **IX. FAILURE TO COMPLY WITH CONSENT DECREE**

13. Interest on Late Payments. If Settling Defendant fails to make any payment under Paragraph 7 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. Stipulated Penalty.

a. Amounts.

i. If any amounts due under Paragraph 7 are not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1,000 per violation per day that such payment is late.

ii. If Settling Defendant does not comply with the obligations set forth in Section VIII of this Consent Decree (Assignment of Insurance Claims), Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, the following amounts:

Penalty Per Violation Per Day	Period of Noncompliance
\$500	1 <sup>st</sup> through 15 <sup>th</sup> day
\$1,000	16 <sup>th</sup> through 30 <sup>th</sup> day
\$5,000	31 <sup>st</sup> day and beyond

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made by certified or cashier’s check made payable to “EPA Hazardous Substance Superfund.” The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name (Camelot Cleaners), the EPA Region and Site Spill ID Number (SSID #08-DE), and DOJ Case Number 90-11-3-09038, and shall be sent to:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

c. At the time of each payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XVI (Notices and Submissions) and to EPA Region 8 pursuant to the instructions set forth in Paragraph 9 above.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing herein



shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

15. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

16. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

17. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VII (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

#### **X. COVENANT NOT TO SUE BY PLAINTIFF**

18. Except as specifically provided in Section XI (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VII (Payment of Response Costs) and any amount due under Section IX (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree, including but not limited to, cooperation in addressing

inquiries by insurers and execution of all necessary agreements to allow the pursuit and collection by the United States or its designee of insurance claims and proceeds. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendant. If the Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Defendant shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 25 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendant's false or materially inaccurate information. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

#### **XI. RESERVATION OF RIGHTS BY UNITED STATES**

19. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 18. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability, based upon Settling Defendant's ownership or operation of the Site, or upon Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and

e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

20. Notwithstanding any other provision of this Consent Decree, EPA reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information provided by Settling Defendant, or the financial certification made by Settling Defendant in Paragraph 33, is false or, in an material respect, inaccurate.

## **XII. COVENANT NOT TO SUE BY SETTLING DEFENDANT**

21. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, any state Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 23 (Waiver of Claims) and Paragraph 27 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 19 (c) - (e), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

23. Settling Defendant agrees not to assert any CERCLA claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any other person, except as provided in Section VIII (Assignment of Insurance Claims). This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

24. Except as provided in Paragraph 23, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Except as provided in Paragraph 23, the Parties expressly reserve any and all rights (including, but not

limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The “matters addressed” in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendant coming within the scope of such reservations.

26. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by him for matters related to this Consent Decree, he will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against him for matters related to this Consent Decree, he will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon him. In addition, Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section X.

#### **XIV. ACCESS TO INFORMATION**

28. Settling Defendant shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within his possession or control or that of his contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site, and any documents relating to Insurance Policies or which may contain evidence of Insurance Policies (including but not limited to financial records evidencing premium payments), as well as all documents relating to claims under the Insurance Policies.

#### **29. Confidential Business Information and Privileged Documents.**

a. Settling Defendant may assert business confidentiality claims covering part or all of the records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records

when they are submitted to EPA, or if EPA has notified Settling Defendant that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such records without further notice to Settling Defendant.

b. Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege in lieu of providing records, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name and title of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

30. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other records evidencing conditions at or around the Site.

#### **XV. RETENTION OF RECORDS**

31. Until five years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, or which relate in any way to the Insurance Policies, evidence of the Insurance Policies (including but not limited to financial records evidencing premium payments), or claims under the Insurance Policies, regardless of any retention policy to the contrary.

32. After the conclusion of the document retention period in the preceding paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Defendant shall deliver any such records to EPA. Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name and title of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

33. Settling Defendant hereby certifies that, to the best of his knowledge and belief, after thorough inquiry, he has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or other information relating to his potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against him regarding the Site, and that he has fully complied with any and all EPA requests for information regarding the Site and Settling Defendant's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927; and

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth his financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Defendant executes this Consent Decree.



## **XVI. NOTICES AND SUBMISSIONS**

34. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendant, respectively.

### **As to the United States:**

#### **As to DOJ:**

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-09038)  
P.O. Box 7611  
Washington, D.C. 20044-7611

#### **As to EPA:**

Steven Moores  
Enforcement Attorney  
U.S. Environmental Protection Agency  
Region 8  
1595 Wynkoop St. (8ENF-L)  
Denver, CO 80202-1129

#### **As to Settling Defendant:**

William J. Delmore  
Kelsch Kelsch Ruff & Kranda  
103 Collins Avenue  
P.O. Box 1266  
Mandan, ND 58554-7266

#### **XVII. RETENTION OF JURISDICTION**

35. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

#### **XVIII. INTEGRATION/APPENDICES**

36. This Consent Decree and its appendices constitute the final, complete and exclusive Consent Decree and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is a list of the financial documents submitted to EPA by Settling Defendant.

#### **XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

37. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

38. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

## **XX. SIGNATORIES/SERVICE**

39. Each undersigned representative of Settling Defendant to this Consent Decree and the Deputy Section Chief for the Environmental Enforcement Section of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

40. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

## **XXI. FINAL JUDGMENT**

41. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

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RALPH R. ERICKSON  
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. John Woodhams, case number 3:07-cv-74, relating to the Camelot Cleaners Site.

**FOR THE UNITED STATES OF AMERICA:**

**UNITED STATES DEPARTMENT OF JUSTICE**

✓ RONALD J. TENPAS  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC ~~20044~~-7611

5/31/08  
Date

✓ MARK C. ELMER, Trial Attorney  
Environmental Enforcement Section  
U.S. Department of Justice  
1961 Stout Street  
Denver, CO 80294  
(303) 844-1352 (PHONE)  
(303) 844-1350 (FAX)

6/16/08  
Date

**UNITED STATES ATTORNEY'S OFFICE  
FOR THE DISTRICT OF NORTH DAKOTA**

DREW H. WRIGLEY  
United States Attorney

~~SHON~~ HASTINGS  
Assistant United States Attorney  
District of North Dakota  
655 First Avenue North, Suite 250  
Fargo, ND 58102-4932  
(701) 297-7400 (PHONE)  
(701) 297-7444 (FAX)

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**MICHAEL T. RISNER**

Director, Legal Enforcement Program

U.S. Environmental Protection Agency, Region 8

1595 Wynkoop St. (8ENF-L)

Denver, CO 80202-1129

5/8/08  
Date

**SHARON L. KERCHER**

Director, Technical Enforcement Program

U.S. Environmental Protection Agency, Region 8

1595 Wynkoop St. (8ENF-RC)

Denver, CO 80202-1129

5/8/08  
Date

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. John Woodhams, case number 3:07-cv-74, relating to the Camelot Cleaners Site.

**FOR DEFENDANT JOHN WOODHAMS:**

\_\_\_\_\_  
JOHN WOODHAMS

4 - 18 - 08  
Date

**APPENDIX A**  
**FINANCIAL INFORMATION**

**A. EPA Correspondence**

1. May 10, 2004 Letter from John Woodhams
2. May 20, 2005 Letter from William Delmore (counsel to John Woodhams)
3. June 27, 2006 Letter from John Woodhams
4. Feb. 8, 2008 Letter from William Delmore (counsel to John Woodhams)

**B. PRP Information submitted to EPA Region 8**

1. Category Summary Report for Total Environmental Expenses 1/1/00-12/31/04
2. Appraisal Report for 625 Main Moorhead, MN and letter July 5, 1994
3. Filing Status Optimization Reports for John PC and Laura K Woodhams Tax Years 2000-2004
4. Category Summary Report for Oil Income & Expenses 1/1/04-12/31/04
5. Falcon Exploration, Inc. Owner DOI Report. May 9, 2005
6. Letter from Mid Continent Energy Corporation to John PC Woodhams Trust May 10, 2004
7. Letter from Investment Resources Corporation to John PC Woodhams stating the valuation of his 5% interest in Park Plaza Tower Company, LP. June 1, 2004
8. Individual Ability to Pay Claim. Signed and dated by John PC Woodhams. May 10, 2005.
9. Personal income and expenses for "JW personal," calendar year 2006.
10. Transaction report of the John Woodhams Trust Account, Calendar year 2006.
11. John Woodhams investment portfolio holdings report for 12/2005 through 12/2006.
12. Federal income tax returns, Form 1040, for John Woodhams, years ended Dec.31, 2004 through 2006.



13. Individual Ability to Pay Claim Financial Questionnaire for John Woodhams, unsigned and undated (provided Jan. 22, 2008).
14. Audited Financial Statements for Park Plaza Tower Co. L.P., years ended Sept. 30, 2004 and 2005.
15. John P.C. Woodhams Trust Agreement dated Oct. 13, 1993, with three Amendments.
16. Laura Woodhams Residence Trust Agreement dated May 15, 2006
17. Laura K. Woodhams Amended and Restated Trust Agreement dated Nov. 8, 1989, with eight Amendments.
18. Portfolio summary for Laura Woodhams Living Trust, dated Jan. 18, 2008.
19. Ameritrade 2006 year end summary statement for Laura Woodhams Trust.
20. Northern Funds Annual Statements for John Woodhams Trust, years ended Dec. 31, 2006 and 2007.
21. Northern Trust Account Statements for Laura Woodhams Trust "Interest Checking" and "Northern Anchor", showing balances as of years end 2006 and 2007.
22. Fidelity 2007 Tax Reporting Statement and Supplemental Information for Laura K Woodhams account.
23. 2006 and 2007 Income and Expenses for various oil interests ("Oil- Mid Cont," "Oil- Nat Co-op" and "Oil Expense Falcon."
24. List of all trusts for John and Laura Woodhams provided by Cox & Nici.
25. Ameritrade Consolidated Form 1099 for Laura Woodhams Trust for the year ended Dec. 31, 2007.
26. Additional background information regarding various investments, including New Solutions, Ltd.; Viatronics - Advanced Diversified Technologies, Inc., and Land Trust 5377.
27. Various deeds for the Woodhams' Naples residence, covering the initial purchase in 1992 to the various transfers of ownership among trusts controlled by Mr. and/or Mrs. Woodhams.